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COPY 1 OF 2Contract No. A-101
Amendment No. 8The Ramo-Wooldridge Corporation
Los Angeles 45, California

Gentlemen:

1. This document constitutes Amendment No. 8 to Contract No. A-101, dated 31 March 1955, between the Ramo-Wooldridge Corporation, Los Angeles, California, and the United States of America.

2. Pursuant to the clause of this contract entitled "CHANGES," the Government does hereby amend this contract, as heretofore amended by Amendments numbers 1-7, inclusive, as hereinafter set forth.

3. In the GENERAL PROVISIONS of Contract No. A-101, add the following clause:

"38. RENEGOTIATION

This contract shall not be subject either to the provisions of the Vinson-Trammel Act as amended and extended (34 U. S. Code 496, and 10 U. S. Code 311) or to any other act of the Congress, whether heretofore or hereafter enacted, providing for the renegotiation of Government contracts."

4. Delete in its entirety the SCHEDULE to Contract No. A-101, as amended, and substitute in lieu thereof "SCHEDULE (Revised May, 1956)," the document attached hereto. Such revised schedule restates work previously contracted for, expands the scope of work previously contracted for, and requires certain additional work to be performed by the Contractor under this contract.

5. The Government and the Contractor hereby agree as follows with respect to estimated costs set forth in this contract for production of equipment resulting from R&D work performed under this contract:

a. Quantities of production items called for under this contract are, in many cases, minimal and estimated costs submitted by the Contractor reflect this condition since no opportunity is presented in such instances to achieve economics in production through the established methods of quantity purchasing of components and by establishment of production line type of manufacture of such items.

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b. It is the intent of the Government in the near future to consolidate into this contract all presently known Government requirements for the items being produced hereunder in order to establish more favorable conditions for effecting economies in the manufacture of the items contracted for hereunder.

c. In the event that the Government does increase quantities of items contracted for hereunder, the Contractor does hereby agree to make every effort to decrease production costs hereunder and to effect any and all savings possible to the Government.

d. It is the view of the Contractor that decreased unit costs will be possible hereunder in the circumstances outlined above and the Contractor is prepared to make every effort to achieve such economies in such case.

6. In consideration of the expanded scope of work of Contract No. A-101, as amended, and in consideration of agreements reached in paragraph 5 above, the estimated cost and the fixed fee have been revised, as set forth in the Schedule (Revised May, 1956), attached hereto.

7. All other terms, conditions and requirements of Contract No. A-101 remain unchanged.

8. Please indicate your receipt of this Amendment No. 8 to Contract No. A-101 and your acceptance thereof by executing the original and two copies of the Amendment. Return the fully executed original and one copy thereof to the undersigned and retain one fully executed copy for your files.

Very truly yours,

[Redacted Signature Box]

Contracting Officer
Contract No. A-101

ACKNOWLEDGED AND ACCEPTED
THE RAMO-WOOLDRIDGE CORPORATION:

By

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[Redacted Signature Box]

(Seal)

Date 29 June, 1956

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Contract No. A-101

SCHEDULE
(Revised May, 1956)

SECTION A - CONTRACT WORK

1. The Contractor shall furnish the necessary personnel, facilities, materials and supplies required for the study, design, engineering, development, production and fabrication, redesign, modification, retrofit and repair of various electronic systems and associated gear and equipments, pursuant to requirements made known to the Contractor by the Government from time-to-time. Appendix 1, attached hereto and hereby designated as a part of this Schedule (Revised May, 1956), lists by electronic system the numbers of units of such electronic systems and associated gear and equipments required to be delivered to the Government under this contract.

2. The Contractor shall provide Contractor furnished personnel to install, test, maintain, service and evaluate the electronic systems and associated gear and equipments, and shall assist Government personnel in the discharge of these functions at locations designated by the Government, as set forth in Appendix 1, attached hereto.

3. The Contractor shall furnish personnel and facilities to train Government personnel designated by the Government in the theory and practice of the several electronic systems and associated gear and equipments being furnished hereunder, including installation, test, maintenance, service and use of such systems, gear and equipments, as set forth in Appendix 1, attached hereto.

4. The Contractor shall perform such other work or services hereunder in connection with the general scope of the program of work indicated above as the Contracting Officer may from time-to-time request and approve, as set forth in Appendix 1, attached hereto.

SECTION B - DELIVERY

1. The Contractor shall exert its best efforts to complete and deliver all equipment items and to perform all other work required by this Contract at the earliest possible dates and within delivery schedules specified by the Government. The Contractor agrees to keep the Contracting Officer informed by periodic reports of the items delivered and yet to be delivered, with dates on which all items are scheduled to be delivered, dates on which items were delivered, method and place of delivery, and to whom delivered.

2. The equipment items to be delivered under this contract shall

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be delivered to the Government at a place or places specified by the Government. Such items shall be delivered, shipped or consigned as directed by the Contracting Officer, and shipped either collect or transportation prepaid, as directed by the Contracting Officer.

SECTION C - PACKAGING REQUIREMENTS

The items called for under this contract shall be packaged for domestic shipment in accordance with standard commercial practice, unless directed otherwise by the Contracting Officer.

SECTION D - INSPECTION AND ACCEPTANCE

The Contractor's plant, Los Angeles, California, is hereby designated as the point of final inspection and acceptance by the Government, subject to the provisions of clause 5 - INSPECTION AND CORRECTION OF DEFECTS of the GENERAL PROVISIONS of this contract.

SECTION E - ESTIMATED COST AND FIXED FEE

SECTION F - PAYMENT

In accordance with the provisions of clause 4 of the General Provisions of this contract entitled "ALLOWABLE COST, FIXED FEE, AND PAYMENT," the Government shall pay to the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in Section E, above, and the Allowable Costs incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation."

SECTION G - OVERHEAD

In accordance with Section F, above, Allowable Costs shall include an amount for overhead, indirect charges, and other elements of cost, excluded from or not covered by direct costs, and properly chargeable as indirect costs in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation" and the application of such contract cost principles by the cognizant Department of Defense Audit Agency to the Contractor's operations under Department of Defense contracts in the Contractor's plant, and accepted by the Contracting

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Officer hereunder as being in accordance with such principles and such application.

SECTION H - NON-STANDARD COSTS

Allowable Costs shall include any unusual or non-standard items of cost, not expressly excluded by other provisions of this contract, as should, in the opinion of the Contracting Officer, be included in the cost of the work called for in this contract. Any such items shall be specifically certified by the Contracting Officer as being allowable under this section.

SECTION I - ANTICIPATORY COSTS

All costs which have been incurred by the Contractor on or after 10 January 1955, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Cost hereunder, will be accepted by the Contracting Officer as costs under this contract.

SECTION J - PERIOD OF PERFORMANCE

The performance of work hereunder shall be completed on 30 June 1958, subject to any amendments to this contract extending or decreasing such period of performance.

SECTION K - REPORTS

1. Technical Reports

- (a) Monthly Progress Reports - The Contractor shall prepare and submit to the Government monthly technical and engineering progress reports in sufficient detail to enable the Government to monitor progress being made in performance of the contract work.
- (b) Final Report - The Contractor shall prepare a final technical and engineering report covering the work performed hereunder. The form and scope of such final report shall be subject to agreement between the Government and the Contractor, provided that the Government may waive the submission of such report if it so elects.

2. Fiscal Reports

- (a) The Contractor shall prepare and submit to the Government such reconciliation of costs incurred and projections of costs expected to be incurred under this contract as the Contracting Officer may from time to time request.
- (b) The Contractor shall prepare and submit to the Government

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upon completion of the contract work a final statement of costs incurred by the Contractor in performance of the contract work and shall submit such final statement of costs incurred to the Contracting Officer, along with such other statements and reports required by the General Provisions and the Schedule of this contract, prior to the making of final payment hereunder.

SECTION L - GOVERNMENT FURNISHED EQUIPMENT

In accordance with the clause of the General Provisions entitled "Government Property," the Government may from time to time furnish to the Contractor, Government owned equipment, material, supplies, etc., for use on this contract. Such Government owned property furnished to the Contractor shall be listed in an attachment to this Schedule and additions to or subtractions from such Government furnished property listing shall be promptly made when such Government owned property is furnished to the Contractor by the Government or returned to the Government by the Contractor.

SECTION M - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

SECTION N - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract issued by the Government to the Contractor under date of 12 January 1955, and supersedes said Letter Contract. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

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